

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

YOHONIA M. MARTIN,
Plaintiff,

v.

WELLS FARGO BANK,
Defendant.

Case No. [12-cv-00244-MEJ](#)

ORDER RE: LETTERS

Re: Dkt. Nos. 47, 48

This case was dismissed pursuant to settlement agreement on February 11, 2014. Dkt. No. 44. Thereafter, Plaintiff Yohonia Martin filed a new case on January 6, 2014, alleging that Defendant Wells Fargo has failed to comply with the terms of the parties' settlement agreement. *Martin v. Wells Fargo Bank*, C 14-81 MEJ. On January 15, 2014, the Court dismissed the Complaint in 14-81 without prejudice to filing a complaint in state court. In that Order, the Court explained that it did not retain jurisdiction over the settlement agreement when it dismissed Plaintiff's previous case nearly one year ago. Thus, the Court found that it is without jurisdiction to enforce the settlement agreement and any claim Plaintiff may have must be brought in state court as a breach of contract claim.

Plaintiff has now filed two letters in both this case and the 14-81 action. Dkt. Nos. 47, 48. In the first letter, Plaintiff seeks to appeal the decision, although it is not clear if she seeks to appeal in one or both cases. Dkt. No. 47. As any appeal must be brought before the Ninth Circuit Court of Appeals and not this Court, Plaintiff's request to appeal is DENIED WITHOUT PREJUDICE to filing in the correct court, if such an appeal is not time-barred.

In the other letter, Plaintiff seeks to subpoena documents from "The Company @ Cash Unclaimed." Dkt. No. 48. However, as both cases have already been dismissed, Plaintiff's

request to subpoena documents is DENIED AS MOOT.

IT IS SO ORDERED.

Dated: February 11, 2014



MARIA-ELENA JAMES
United States Magistrate Judge

United States District Court
Northern District of California